

HON. MARY A. THEILER

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

FAIR HOUSING CENTER OF
WASHINGTON,
Plaintiff,

v.

BREIR-SCHEETZ PROPERTIES, LLC, a
Washington corporation; and FREDERICK
BREIER-SCHEETZ, an individual,
Defendants.

NO: 2:16-cv-00922 MAT

**ANSWER TO COMPLAINT
AND AFFIRMATIVE DEFENSES**

Defendants Breier-Scheetz Properties, LLC and Frederick B. Scheetz answer Plaintiff's
Complaint for Damages and Equitable Relief (Complaint) as follows:

NATURE OF ACTION

The paragraph of the Complaint titled "Nature of Action" does not contain factual allegations
that require an answer. To the extent an answer is required Defendants admit that the Complaint

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1 purports to challenge Defendants' alleged actions under 42 U.S.C. §3601 *et seq.*, RCW 49.69 *et seq.*,
2 and the Seattle Municipal Code 14.08, *et seq.*

3 **JURISDICTION AND VENUE**

4 2.1 At this time, Defendants admit that the Court has subject matter jurisdiction, but reserve
5 the right to challenge the Court's supplemental jurisdiction over Plaintiff's state and municipal law
6 claims.

7 2.2 Defendants admit that the Court has personal jurisdiction over Defendant Brier-Scheetz
8 Properties, LLC, but deny the remainder of the paragraph.

9 2.3 Defendants admit that venue is proper in the Western District of Washington.

10 **PARTIES**

11 3.1 Defendants lack sufficient knowledge and information regarding the truth or falsity of the
12 factual allegations in this paragraph and, therefore, deny the same.

13 3.2 Defendants admit the factual allegations in this paragraph.

14 3.3 Defendants admit the factual allegations in this paragraph.

15 **FACTUAL ALLEGATIONS**

16 4.1 Defendants admit the factual allegations in this paragraph.

17 4.2 Defendants lack sufficient knowledge and information regarding the truth or falsity of the
18 factual allegations in this paragraph and, therefore, deny the same.

19 4.3 Defendants lack sufficient knowledge and information regarding the truth or falsity of the
20 factual allegations in this paragraph and, therefore, deny the same.

21 4.4 Defendants lack sufficient knowledge and information regarding the truth or falsity of the
22 factual allegations in this paragraph and, therefore, deny the same.
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1 4.5 Defendants lack sufficient knowledge and information regarding the truth or falsity of the
2 factual allegations in this paragraph and, therefore, deny the same.

3 4.6 Defendants admit that on November 6, 2012, Joanne Huth was a residential property
4 manager at the Granada Apartments. Defendants lack sufficient knowledge and information
5 regarding the truth or falsity of the remaining factual allegations in this paragraph and, therefore, deny
6 the same.

7 4.7 Defendants admit that on November 6, 2012, Gary Huth was a residential property
8 manager at the Granada Apartments. Defendants lack sufficient knowledge and information
9 regarding the truth or falsity of the remaining factual allegations in this paragraph and, therefore, deny
10 the same.

11 4.8 Defendants lack sufficient knowledge and information regarding the truth or falsity of the
12 factual allegations in this paragraph and, therefore, deny the same.

13 4.9 Defendants lack sufficient knowledge and information regarding the truth or falsity of the
14 factual allegations in this paragraph and, therefore, deny the same.

15 4.10 Defendants admit the factual allegations in this paragraph.

16 4.11 Defendants lack sufficient knowledge and information regarding the truth or falsity of
17 the factual allegations in this paragraph and, therefore, deny the same.

18 4.12 Defendants admit that SOCR interviewed Defendant Frederick Breier-Scheetz on
19 January 6, 2015. Defendants further admit that they have a policy of renting studio apartments at the
20 Granada Apartments to no more than one person for occupancy by that person. Defendants admit that
21 during the interview referenced above Defendant Frederick Breier-Scheetz gave three reasons for that
22 policy: (1) "it is a simple policy and it keeps things simple"; (2) "single persons stay longer"; and (3)
23 a single tenant results in less wear and tear on the studio apartments. Defendants admit that Frederick
24
25

1 Breier-Scheetz instructed Joanne Huth and Gary Huth that his policy was to rent studio apartments at
2 the Granada Apartments to no more than one person for occupancy by that person.

3 4.13 Defendants lack sufficient knowledge and information regarding the truth or falsity of
4 the factual allegations in this paragraph and, therefore, deny the same.

5 4.14 Defendants lack sufficient knowledge and information regarding the truth or falsity of
6 the factual allegations in this paragraph and, therefore, deny the same.

7 4.15 Defendants admit the factual allegations in this paragraph.

8 4.16 Defendants deny the allegations in the first sentence of this paragraph. Defendants deny
9 that the factual allegations in the second sentence of this paragraph accurately represent the test for
10 liability under fair housing laws.

11 4.17 Defendants admit the factual allegations in this paragraph.

12 4.18 Defendants deny the factual allegations in the first sentence of this paragraph.
13 Defendants admit the factual allegations in the second paragraph of this paragraph. Defendants admit
14 that Ex. A is a copy of the U.S. Supreme Court's decision in *Texas Dep't of Housing and Community*
15 *Affairs v. Inclusive Communities Project, Inc.*, ___ U.S. ___, 135 S. Ct. 2507, 192 L. Ed.2d 514
16 (2015).

17 4.19 Defendants deny the factual allegations in this paragraph.

18 4.20 Defendants admit that on December 18, 2015, the SOCR concluded that sufficient
19 evidence showed that Defendants' one-person policy for studio apartments violated the Fair Housing
20 Act's and the SMC's prohibition against discrimination based on familial status. Defendants deny the
21 remainder of this paragraph.
22

23 **DAMAGES**

24 5.1 Defendants deny the factual allegations in this paragraph.
25

1 5.2 Defendants deny the factual allegations in this paragraph.

2 **CLAIMS**

3 **A. Violation of the Fair Housing Act**

4 6.1 Defendants deny the allegations in this paragraph.

5 6.2 Defendants deny the allegations in this paragraph.

6 6.3 Defendants deny the allegations in this paragraph.

7 6.4 Defendants deny the allegations in this paragraph.

8 6.5 Defendants deny the allegations in this paragraph.

9 **B. Violation of Washington's Law Against Discrimination**

10 6.6 Defendants deny the allegations in this paragraph.

11 6.7 Defendants deny the allegations in this paragraph.

12 6.8 Defendants deny the allegations in this paragraph.

13 6.9 Defendants deny the allegations in this paragraph.

14 **C. Violations of the Seattle Municipal Code**

15 6.10 Defendants deny the allegations in this paragraph.

16 6.11 Defendants deny the allegations in this paragraph.

17 6.12 Defendants deny the allegations in this paragraph.

18 6.13 Defendants deny the allegations in this paragraph.

19 **INJUNCTION ALLEGATIONS**

20 7.1 Defendants deny the allegations in this paragraph.

21 **REQUEST FOR RELIEF**

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23 This portion of the Complaint contains conclusions of law to which no answer is required. To
24 the extent an answer is required, Defendants deny.
25

GENERAL DENIAL

Defendants deny every allegation in the Complaint not specifically admitted in the Answer.

AFFIRMATIVE DEFENSES

Defendants state that the Complaint should be dismissed in whole or in part based on the following affirmative defenses:

1. Plaintiff fails to state a claim upon which relief can be granted.
2. The Court should decline to exercise supplemental jurisdiction over Plaintiff's state and municipal law claims in accordance with 28 U.S.C. § 1367(c).
3. Plaintiff has failed to mitigate its alleged damages.
4. Insufficient service of process as to Frederick B. Scheetz.

Further, Defendants specifically reserve the right to amend their its answer by way of adding additional parties, affirmative defenses, counterclaims, cross-claims, and third-party claims, as additional investigation, discovery or circumstances may warrant.

REQUEST FOR RELIEF

Defendants request the following relief:

1. Dismissal of Plaintiff's claims with prejudice;
2. An award of costs and attorney's fees to Defendants;
3. Such other relief that the Court determines is appropriate.

Dated this 7th day of July 2016.

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CERTIFICATE OF SERVICE

I hereby certify that on July 7, 2016, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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